

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

---

Date: *May 1, 2006*

CAO File No. 0220-04132-0000

Council File No.

Council District:

To: The Mayor

From: William T Fujioka, City Administrative Officer



Reference: December 14, 2005 Referral from the Mayor's Office

Subject: **MEMORANDUM OF AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE POLICE DEPARTMENT TO PROVIDE SUPPLEMENTAL POLICE SERVICES THROUGH OVERTIME DETAILS**

---

---

### SUMMARY

The Mayor's Office requested a report regarding approval of a Memorandum of Agreement (MOA) between the Police Department and the Housing Authority of the City of Los Angeles (HACLA) to extend supplemental police services at HACLA's public family developments.

Through a prior MOA, the supplemental police services were provided by overtime details that began in December 2004 and ended in December 2005. The cost of the supplemental police services totaled \$2.99 million. \$1.49 million was funded through the City's portion of the Payment in Lieu of Taxes (PILOT) fees (Los Angeles Administrative Code Section 8.105 through 8.109 sets forth a "Cooperation Agreement" that specifies that HACLA will pay to the City an annual PILOT fee in return for general municipal services) from HACLA's 2003 and 2004 budgets, and an additional appropriation of \$1.50 million from its 2004 budget.

HACLA budgeted \$750,000 from various 2006 reserve accounts to allow extension of the supplemental police services from January through March 2006. The Mayor's Office has requested that the police services be continued from April through June 2006 with funding in the amount of \$675,000 to be provided by the General Fund. This amount is based on the average monthly expenditure of \$225,000 for the supplemental police services to date.

It is recommended that the Police Department absorb the cost of the supplemental services in its 2005-06 Budget. The HACLA overtime detail has been included in the CAO's calculations for year-end budget adjustments. Any shortfall in the LAPD Sworn Overtime Account will be addressed in the Year-End Budget Adjustment and Financial Status Report.

The Mayor's Office has informed us that they plan to meet with the Los Angeles World Airports (LAWA) to secure reimbursement from LAWA in the amount of at least \$1 million for 2005-06 toward the cost of 22 previously un-reimbursed police officer positions assigned to the LAX Substation. The

amount of the reimbursement could increase to approximately \$4 million per year in future fiscal years if LAWA agrees to provide payment for the full direct and overhead costs of these 22 officers. The \$1 million payment in 2005-06 will provide a new, ongoing source of revenue to the General Fund that will offset the General Fund cost of providing the supplemental police services for HACLA. The LAWA reimbursement for these 22 police officer positions will be recognized in a future Financial Status Report.

The Mayor has proposed continuation of the General Fund-supported police services to HACLA in his Fiscal Year 2006-07 Proposed Budget. If this funding is approved in the 2006-07 Adopted Budget, the Police Department will need to process an amendment to the MOA between HACLA and the City to extend the time period and increase the maximum compensation.

It should also be noted that at the Budget and Finance Committee meeting of April 3, 2006, the supplemental police services provided to HACLA was discussed. In that discussion, this Office raised several issues with regard to the Cooperation Agreement. One of the issues is the lack of a mechanism to annually notify HACLA of its PILOT fee obligation to the City, and for Council to consider a waiver of those fees if HACLA so requests. Historically, when Council has waived the PILOT fees, HACLA has been instructed to use the fees for specified purposes. There has been no mechanism for requiring that HACLA provide follow-up information to Council to verify that it has complied with those instructions. A further concern is that the Cooperation Agreement requires that any PILOT fees received will be distributed by the City to the Los Angeles Unified School District (LAUSD) and to the Community College District (CCD) for the services provided to HACLA by those agencies. The PILOT fees are apportioned as follows: 54 percent to the City; 40 percent to LAUSD; and 6 percent to CCD. The Cooperation Agreement does not address, however, whether Council's waiver of the PILOT fees is also applicable to the fees owed to LAUSD and CCD. This Office will report back to the Budget and Finance Committee on these issues.

## **RECOMMENDATION**

That the City Council, subject to approval of the Mayor and subject to review and approval of the City Attorney as to form, authorize the Chief of Police to execute a Memorandum of Agreement with the Housing Authority of the City of Los Angeles to provide supplemental police services for the period of January 1, 2006 through June 30, 2006, in an amount not to exceed \$1,425,00 for that period.

(Fiscal Impact Statement continued next page)

## **FISCAL IMPACT STATEMENT**

The Housing Authority of the City of Los Angeles will fund \$750,000 from its 2005 Budget for supplemental police services for the period of January 1 through March 31, 2006. The General Fund will bear the \$675,000 cost of the supplemental police services from April 1 through June 30, 2006. The General Fund allocation will be offset by new, ongoing revenue from the Los Angeles World Airports to reimburse the City for 22 previously un-reimbursed police officer positions assigned to the LAX Substation. The transaction recommended in this report will comply with the City's Financial Policies in that new ongoing General Fund costs for supplemental police services to the Housing Authority will be offset by the receipt of new ongoing revenues from LAWA reimbursements to the City.

WTF:JWG:jwg

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

JOHN W. MACK  
PRESIDENT

ALAN J. SKOBIN  
VICE PRESIDENT

SHELLEY FREEMAN  
ANDREA SHERIDAN ORDIN  
ANTHONY PACHECO

JULIE WALTERS  
COMMISSION EXECUTIVE ASSISTANT



ANTONIO VILLARAIGOSA  
MAYOR

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

ANDRÉ BIROTTE, JR.  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
SUITE 144-150, PARKER CENTER  
150 N. LOS ANGELES STREET  
LOS ANGELES, CA 90012

(213) 485-3531 PHONE

(213) 485-8861 FAX

December 7, 2005

BPC #05-0429

2005 DEC 15 PM 4:24  
CITY ADMINISTRATIVE OFFICES

✓ The Honorable Mayor Villaraigosa  
City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

Attn: June Lagmay

RE: MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE POLICE DEPARTMENT  
AND CITY HOUSING AUTHORITY TO PROVIDE FUNDING FOR A DEPARTMENT  
LIAISON AND CASH OVERTIME DETAILS IN VARIOUS HOUSING DEVELOPMENTS  
(COUNCIL FILE NO. [REDACTED])

At the regular meeting of the Board of Police Commissioners held Tuesday, December 6, 2005, the Board APPROVED the Department's report and Memorandum of Agreement relative to the above matter.

In addition, the Board supports any effort to identify a funding source, which would allow for the extension of the new MOA for a full year to continue the current level of supplemental police services being provided to the housing developments.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval:

Respectfully,

BOARD OF POLICE COMMISSIONERS

*Carmen Montgomery*  
CARMEN MONTGOMERY  
Commission Executive Assistant

Enclosure

c: Office of Chief of Police

INTRA-DEPARTMENTAL CORRESPONDENCE

BPC # 05-0429 73

**RECEIVED**

NOV 30 2005

November 10, 2005  
11.2

**POLICE COMMISSION**

*Handwritten signature and date: 12/1/05*

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**SUBJECT:** MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES FOR PROVISION OF SERVICE

**RECOMMENDED ACTION**

1. That the Board approve and transmit to the Public Safety Committee, the Memorandum of Agreement (MOA) between the Los Angeles Police Department (LAPD) and the Housing Authority of the City of Los Angeles (HACLA).

**DISCUSSION**

On April 13, 2004, the Board of Police Commissioners approved a MOA between HACLA and the LAPD, which provided funding for an LAPD liaison and cash overtime details in housing developments. The MOA was eventually approved by the City Council and overtime details began in December 2004. The funding approved for the current MOA will be depleted in November or December 2005. The Housing Authority of the City of Los Angeles has indicated that they wish to continue the overtime details and will provide additional funding. Unfortunately, the current MOA will not give us authority to continue billing once the initial funding has been expended. Therefore, HACLA has requested that we renew the MOA and take into account the new funding in order to maintain overtime details.

The new MOA is essentially identical to the current one. This MOA outlines a program in which the City will continue to receive monies from HACLA to reimburse the LAPD for a full-time liaison and additional cash for overtime details. However, where the first MOA had approximately \$2.9 million in overtime funds, HACLA has initially indicated that the funding for this MOA will be approximately \$600,000. The overtime details will be reimbursed on a monthly basis, in accordance to the number of details deployed. The liaison position will be a Sergeant II or Detective III at the Department's discretion and will be funded for the length of the MOA.

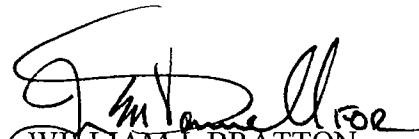
The overtime details will be deployed in HACLA housing developments throughout the City including the Ramona Gardens, New Pico Aliso, Jordan Downs, Imperial Courts, Nickerson Gardens, and the Pueblo Del Rio housing developments. These overtime details will be deployed at the direction of the Office of Operations in consultation with HACLA with the goal of enhancing safety and reducing violent crime.

The Department commenced the deployment of overtime details in HACLA housing developments in December 2004. The developments had not had any supplemental police services for approximately one-year prior, as a result of the disbanding of the HACLA Police Department in December 2003. During the deployment of overtime details from December 2004 through September 2005, Part I crime data indicates an overall decrease in violent crime of 21% within the participating housing developments. In addition, based on feedback from the residents, "fear of crime" has reduced substantially, as is evident by the number of residents coming out of their residences to take part in outside leisure activities.

The Housing Authority of the City of Los Angeles is scheduled to present a copy of this proposed MOA before their commission on December 8, 2005. I am requesting that the Board approve and forward to the Public Safety Committee in order to expedite the approval process and minimize any disruptions of service.

If further information is required, please contact Commander Charlie Beck, Assistant to the Director, Office of Operations, at (213) 847-1998.

Respectfully,

  
WILLIAM J. BRATTON  
Chief of Police

**BOARD OF  
POLICE COMMISSIONERS**

Approved DEC 06 2005

Secretary



Attachment

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOS ANGELES POLICE DEPARTMENT  
AND  
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES  
FOR PROVISION OF SERVICES**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as “MOA” and/or “Agreement”) is made and entered into, by and between the Los Angeles Police Department (hereinafter referred to as the “LAPD”) and the Housing Authority of the City of Los Angeles (HACLA), a public body (hereinafter referred to as the “Authority”).

The LAPD, the Authority, and its public housing residents desire safe public housing developments. The LAPD provides law enforcement services for all community members of the City of Los Angeles, and the Authority desires to supplement the LAPD services for housing developments through designated funding sources. To further these joint goals, the LAPD needs the ability to verify whether an individual is a resident of public housing. Therefore, the LAPD will have access to housing development tenant information in accordance with 42 U.S.C. 3544 in furtherance of official police investigations, and the Authority, upon written documentation, shall evict residents who are in violation of their lease agreement, as determined by the Authority.

NOW, THEREFORE, the LAPD and the housing Authority, acting through the Chief of Police and the Authority's Executive Director, agree as follows:

**I. PURPOSE**

The purpose of this MOA is to define the relationship between the LAPD and the Authority regarding the provision of supplemental law enforcement services benefiting public housing residents.

**II. TERM OF MOA**

The term of the MOA shall begin January 1, 2006, 0001hours, and remain in effect for three months or until such time as the appropriated funds are depleted. This MOA may be renewed at any time by the mutual consent of both parties. This MOA may be terminated at any time by either party upon giving at least thirty (30) days prior written notice thereof to the other.

**III. BASELINE SERVICES**

The LAPD provides the same kind of law enforcement services to public housing residents as it provides to any other City residents. Such services include, but are not limited to, patrol and detective functions and general law enforcement services, as well as community-relations services.

**IV. SUPPLEMENTAL SERVICES**

- A. Supplemental funding shall be used to deploy additional LAPD officers on an overtime basis at housing developments in the City of Los Angeles which are under the oversight of the Authority. Staffing levels, hours of operation, and the location of housing development deployment will be at the discretion of the LAPD, based on an assessment of funds available, analysis of crime trends and nuisance activity, and in consultation with the Authority.
- B. The LAPD shall have the authority to cancel overtime details, without prior notice, whenever deployment needs necessitate such actions (e.g., civil unrest, tactical alerts, mobilization, etc.).



V. **LAPD LIAISON**

- A. The LAPD shall designate an LAPD liaison at the rank of Sergeant II or Detective III (at the discretion of the LAPD). The LAPD liaison will be assigned and housed at an LAPD facility. This individual will be the liaison between the LAPD and the Authority and will contact the Authority each workday to discuss any housing development-related issues or concerns. The LAPD liaison will be the primary individual responsible for facilitating daily communication between the LAPD and the Authority, and will be responsible for communications with involved Area commands that police public housing developments.
- B. The LAPD liaison will have access to appropriate Authority information to facilitate police investigations, in accordance with 42 U.S.C. 3544. The LAPD liaison will ensure that current crime information, not otherwise restricted by the California Penal Code (See Cal. Penal Code §§ 11075-11081;13100-13326 "Criminal Offender Record Information (CORI)"), or exempt under the California Government Code (See Cal. Govt. Code §§ 6250, *et seq.*) is shared with the Authority.

VI. **TRAINING**

The LAPD and the Authority will provide training to LAPD officers deployed pursuant to this Agreement on various ordinances applicable to housing developments as well as residential policies. The Authority will reimburse the LAPD for the cost of this initial training, and thereafter provide ongoing HACLA training to LAPD personnel regarding various housing development ordinances and, residential policies and lease agreements affecting public safety on an as-needed basis in discussion with the LAPD. The Authority will reimburse the LAPD for the overtime costs of the additional training.

## **VII. PAYMENT FOR SERVICES RENDERED**

The Authority agrees to reimburse the City for the following specified costs:

- A. Off-duty officers deployed on an overtime basis at housing developments; the salary of a full time Sergeant II or Detective III position (as determined by the LAPD) assigned as the LAPD liaison; any training of LAPD personnel on various housing development ordinances and residential policies which shall be conducted on an overtime basis.
- B. The Authority agrees to reimburse the City for the deployment of the Detective III or Sergeant II on a regular basis, including applicable overhead rates. Reimbursement for all LAPD sworn personnel on a cash overtime basis shall be in accordance with Memorandum of Understanding (MOU) 24 for Lieutenants and below and consistent with the Fair Labor Standards Act. The overtime payment will be adjusted in accordance with the MOU in effect at the time the service is provided. The Authority will also reimburse the City for court overtime expenditures that result from the deployments. The LAPD will provide a summary spreadsheet by deployment period detailing the name, date, number of hours and amount paid for each employee, and other information to assist the Authority in processing reimbursement to the LAPD.
- C. Billing Procedure
  1. The LAPD will prepare all billings based upon the payment calculation guidelines set forth in this Agreement.
  2. The LAPD will submit to the Authority for each deployment period, a billing listing the total cost in detail. The total cost will include fees for services provided during the billing period. The bill will include billing adjustments resulting from previous amounts paid, including the final actual costs and any credits.

3. The parties recognize that the billings reflect the LAPD's actual costs for the preceding deployment period, based upon the regular hours worked and overtime transactions processed. Accordingly, each billing will contain a line item titled "Adjustment of Actual Costs" to reflect any necessary credit or additional amount owed to reconcile the prior invoices and payments based on more refined actual costs.
4. The Authority must make a payment on the amount reflected in each billing for the previous deployment period, with the first such payment to be made no later than thirty (30) days from the date of the last billing.

#### D. Procedure for Disputed Billings

1. The Authority reserves the right to audit, dispute, or challenge any cost contained in this billing. The Authority must bring any disputed item to the attention of the LAPD within thirty (30) days of the receipt of the billing. In the event that the Authority disputes the costs of any item in the billing, the Authority may withhold payment for the amount in dispute, and must pay the balance of the billing according to the routine payment schedule.
2. The Authority must immediately provide LAPD, Fiscal Operations Division, a written statement listing the item(s) in dispute, the basis for the dispute, and any other information that it deems pertinent to the matter.

#### E. Resolution of Disputes/Complaints

1. Attempts to Resolve

In the event of a billing dispute arising out of this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through informal discussions.

2. Payment of Resolved Disputes

The Authority will pay to the City, within thirty (30) days, any amounts owed pursuant to the resolution of any dispute.

3. Auditing and Review of Financial Accounting

Both parties acknowledge that the LAPD will provide proper accounting of its revenues and expenditures. Accordingly, during the term of this Agreement, all books, accounts, and other records of both parties relating to the expenditure of moneys under this Agreement will be subject to examination and audit.

**VIII. CRIME DATA SHARING**

The LAPD will share the latest available, and not otherwise confidential, COMPSTAT information with the Authority.

**IX. CRIMINAL INVESTIGATION AND EVICTION SUPPORT SYSTEMS**

A. The LAPD and the Authority agree that eviction of criminals from public housing is key to making these communities safer. The United States Congress encourages public housing agencies to evict persons engaged in violent criminal activity and drug-related criminal activity based upon a preponderance of evidence, not a conviction.

B. To assist the Authority, the LAPD will provide that arrest information which is not exempt from disclosure pursuant to the California Government Code (See Cal. Govt. Code § 6254) or restricted by the California Penal Code (See Cal. Penal Code §§ 11075-11081 and 13100-13326), involving a public housing resident or a crime that was committed in a public housing community, to the Executive Director of the Authority within seven (7) business days of the incident.

- C. The Authority agrees to use the aforementioned crime information to determine whether there is a violation of the terms of the lease agreement, and where appropriate, vigorously initiate eviction actions based upon its determination according to HACLA eviction policies.
- D. Upon a resident being notified of an execution of an eviction, the law enforcement agency responsible for enforcement of such eviction is the Los Angeles County Sheriff's Department.

**X. COMMUNITY OUTREACH**

- A. It is the mission of the LAPD to safeguard the lives and property of the people we serve, to reduce the incidence and fear of crime, and to enhance public safety while working with the diverse communities to improve their quality of life. Our mandate is to do so with honor and integrity, while at all times conducting ourselves with the highest ethical standards to maintain public confidence.
- B. The LAPD and the Authority agree that community outreach by police officers and command staff is key to maintaining public housing residents' trust and support of law enforcement.
- C. The Authority will organize quarterly community meetings at public housing developments for the purpose of facilitating good community relations with the LAPD, and will invite LAPD officers and command staff to attend.
- D. The LAPD shall maintain liaison with local housing development managers through Senior Lead Officers whose area encompasses the respective housing development.
- E. The Authority will invite LAPD personnel to attend orientation meetings with new residents and monthly Resident Management Corporation meetings.

**XI. TRANSFERS**

- A. The Authority will approve the transfer of a public housing resident to another public housing development whenever the LAPD requests it and furnishes written documentation to the Authority that establishes the need for a **priority transfer**, in accordance with the Authority's emergency transfer policy.
- B. During non-business hours, emergency transfer requests shall only be made by the involved commanding officer to the Executive Director, HACLA, or his/her designee with written documentation for such request submitted to the Authority within 24 hours of the request.
- C. The Authority will provide for the immediate temporary housing of a public housing resident identified by the LAPD pending a priority transfer through the utilization of a voucher provided by Authority.

**XII. LOCAL ORDINANCE ENFORCEMENT**

- A. The LAPD and the Authority agree that vigorous enforcement of certain State laws and local ordinances such as trespassing, vandalism, graffiti, illegal dumping, vehicle abandonment and illegal parking, is necessary to establish a sense of order and to assist residents' commitment to a safe, wholesome community.
- B. Regarding the enforcement of abandoned and illegally parked vehicles, the Authority grants the LAPD permission to enforce such ordinances on Authority's private property, including but not limited to residential parking areas and/or areas not designated for vehicular traffic. This enforcement authorization is based upon the Authority's proper posting of signs within the housing developments warning residents and guests of such ordinance.

### **XIII. PROTOCOL FOR SENSITIVE ISSUES**

When appropriate and without jeopardizing a police investigation or officer safety, the LAPD will inform the Authority's Executive Director or, in his/her absence, his or her designee, of any pending law enforcement activity considered major in scope as soon as practicable.

### **XIV. INFORMATION SHARING**

- A. The Authority will provide the LAPD with information regarding drug, gang, or other criminal activity immediately after it comes to the Authority's attention.
- B. On a quarterly basis, or more often as determined by mutual agreement, the Authority's managers and the LAPD liaison will meet with involved Senior Lead Officers and share information regarding crime "hotspots," gangs, patterns of criminal activity, and any other information that might impact the Authority's security approach.
- C. The Authority will send to the LAPD Area commands that police public housing developments, its newsletters, announcements, flyers, etc., to help keep Area commands abreast of Authority current issues.

**XV. CONFIDENTIALITY**

- A. The Authority agrees that all crime information provided by the LAPD shall be kept confidential and used only to support the Authority's determination to evict tenants. Such information shall not be provided to any person, firm, corporation, or other entity without the prior written consent of the Authority and the LAPD.
- B. The LAPD agrees to use information obtained from the Authority in accordance with 42 U.S.C. 3544 relating to criminal activity to arrest and prosecute criminal suspects.
- C. Neither the LAPD nor the Authority shall copyright any report, maps, or other documents produced in whole or in part under this Agreement.

**XVI. INDEMNIFICATION**

Each of the parties to this MOA is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act, or omission occurring in the performance of this MOA to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any liability, cost or expense that may be imposed upon the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set



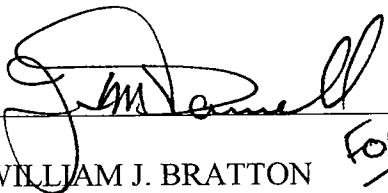
forth herein. The Authority and the LAPD each certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOA.

**XVII. RELATION TO OTHER LAWS AND SEVERABILITY**

If any provision of this MOA is in conflict or is inconsistent with federal, state and local laws, or the Los Angeles City Charter, or is otherwise held to be invalid or unenforceable, said provision will be superseded by such law and/or judgment. The remainder of the MOA will not be affected, unless it materially undermines the MOA as a whole.

LOS ANGELES  
POLICE DEPARTMENT

HOUSING AUTHORITY OF  
THE CITY OF LOS ANGELES

  
WILLIAM J. BRATTON *For*

\_\_\_\_\_  
RUDOLPH MONTIEL

CHIEF OF POLICE

EXECUTIVE DIRECTOR

DEC-12, 2005  
Date Signed

\_\_\_\_\_  
Date Signed